

FILED IN THE  
UNITED STATES  
BANKRUPTCY COURT

2009 NOV 23 PM 1:21

November 19, 2009

DISTRICT OF UTAH  
MAIL

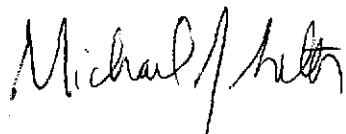
USA Bankruptcy Court  
Attn: Clerk – Bankruptcy Court  
350 S. Main Street  
Room 302  
Salt Lake City, UT 84101

Re: IDR Investment Plan: Case 08-20671

Attention Bankruptcy Court Clerk:

I was recently informed verbally by a third party that IDR Investments filed for bankruptcy for the Altamirada Development in Hurricane, UT. Unfortunately I found out after the deadline of when creditors were able to file with the court. I invested in two lots with the Altamirada project, one under my name and another under a self-directed IRA, but was never informed by IDR Investments of the bankruptcy filing for either of the investments I made with them. Given the money I invested with IDR Investments, the purpose of this letter is to file a motion to have my name added as a creditor even though the deadline has already passed. I would appreciate this consideration given the lack of communication provided by IDR Investments.

Thank you



Michael J. Sexton  
P.O. Box 1346  
Westford, MA 01886  
[michaelsexton7@hotmail.com](mailto:michaelsexton7@hotmail.com)  
978-413-4484

Attachments:

Self-directed IRA Reservation Agreements with IDR Investments  
Credit Card Reservation Agreement with IDR Investments

14

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**FAX (781) 273-3311 FACSIMILE TRANSMITTAL SHEET**

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TO:

FROM:

Mark Archibald

Michael J. Sexton

COMPANY:

DATE:

6/25/07

FAX NUMBER:

TOTAL NO. OF PAGES INCLUDING COVER:

801-217-0285

4

REGARDING:

Revised Reservation Agreement

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☐ PLEASE COMPLETE AND RETURN

☐ URGENT

☐ FOR YOUR USE

☐ PLEASE REPLY

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NOTES/COMMENTS:

Mark,

As a follow-up to my email, attached is my revised Reservation Agreement for Lot A41, which I am reserving with a self-directed IRA fund. My custodian indicated the Title Name should be addressed to Entrust New England, LLC, F.B.O. Michael Sexton – IRA #7022 and not just my name. I have updated the Reservation Form to reflect this and it is attached. Any questions, feel free to call me at 617-504-4798.

Mike Sexton

i d r



IDR WAS CREATED TO EMPOWER YOU

### 3 Steps to Reserving a Future Lot:

- 1) Fill out Reservation Agreement below and fax to  
-(801) 217-0285
- 2) Make check to First American Title and Send Check  
to IDR Investments (or fill out credit card information on  
Reservation Agreement:
  - IDR Investments
  - 51 E 400 N Bldg 1
  - Cedar City, UT 84720
- 3) First American Title will send you closing documents  
and receipt for down payment in escrow.



# IDR INVESTMENT'S

Reservation Agreement

	Acres	App. Value	Sales Price	Down Payment
Watchman	0.18	\$ 120,000.00	\$ 78,000.00	\$ 7,800.00
Great White Throne	0.30	\$ 140,000.00	\$ 91,000.00	\$ 9,100.00
Westrim	0.65	\$ 180,000.00	\$ 117,000.00	\$ 11,700.00
Angels Landing	1.50	\$ 225,000.00	\$ 146,000.00	\$ 14,600.00
Title Fees: \$200 per lot to First American Title for Insurance & Recording				

## BUYER'S INFORMATION 1

Last Name	Sexton	First	Michael	M.I.	J	Date	6/25/07
Street Address	98 School Street			Occupation	Consultant		
City	Chelmsford	State	MA	ZIP	01824		
Phone	978-251-3183	E-mail Address	michael.sexton7@btinternet.com	Who referred you?	GR SR		
Social Security No.	069-60-2582	Future Lot Number (s)	A41	Deposit Amount	\$ 7,800		
No. of Future Lots	1	Total Purchase Price	\$ 78,000				
My Credit Score Is	680-699	700 +	Do you have any judgments against you?	YES	NO		

## BUYER'S INFORMATION 2 (LEAVE BLANK IF ONLY 1 PERSON IS BUYING)

Last Name		First		M.I.		Date	
Street Address				Occupation			
City		State		ZIP			
Phone		E-mail Address					
Social Security No.							
My Credit Score Is	< 679	680 - 699	700 +	I have no judgments against me	YES	NO	

## TITLE INFORMATION (LEAVE BLANK IF SAME AS "BUYER'S INFORMATION")

Title Name	Entrust New England LLC, F.B.O. Michael Sexton - IRA # 7022	Date	6/25/07
Street Address	116 Pleasant Street	Apartment/Unit #	Suite 5
City	Marblehead	State	MA
Phone	781-639-1846	E-mail Address	robertah@theentrustgroup.com

## CREDIT CARD INFORMATION (IF APPLICABLE)

Name		Credit Card Number		Exp Date	
Billing Address				Apartment/Unit #	
City		State		Zip	
Authorization:	I authorize IDR to charge my credit card for the deposit amount listed above.			Signature:	

Buyer ("Potential Buyer") hereby deposits with First American Title Company, address of 365 S. Main, Cedar City, UT 84720 ("Depository") the amount as stated in the above form (the "Deposit"), for the reservation of the Future Lot (s) the lot (s) as stated in above form (the "Lot") of Altamirada Gated Community, (the "Subdivision") being sold by IDR Investment Plan LLC, a Utah Limited Liability Company, with an address of 51 East 400 North, Bldg #1, Cedar City UT 84720 ("Seller"). Note that payments made with checks will be deposited directly into the above referenced escrow account with First American Title. Down payments made with a credit card will first be processed by IDR's merchant account and then deposited directly into the above referenced escrow account with First American Title.

1. The Lot(s) ("TIC"), shall be sold for the price as stated above with said price being fixed for so long as this Reservation Agreement shall remain in effect.
2. Potential Buyer shall have until 5:00 p.m. on the third business day following the date of execution of this Agreement to cancel this Agreement and receive a full refund of the payment made pursuant hereto. Cancellation shall be in writing and shall be deemed effective if received by Seller prior to 5:00 p.m. on the third business day following the date of this Agreement. Potential Buyer may fax a cancellation notice to Seller at (801) 659-7650. After 5:00 on the third business day following the date of this Agreement, the payment made pursuant hereto shall become nonrefundable except that said payment shall be refunded if Seller is not able to deliver to Potential Buyer the TIC interest as contemplated herein.
3. When TIC interest are ready and available to transfer, Seller shall provide to Potential Buyer a series of document (collectively "Closing Documents") to be executed by the parties to complete the closing on the TIC interest. At such time as Potential Buyer executes the Closing Documents, Seller, through Depository, shall issue a warranty deed to Potential Buyer for Potential Buyer's TIC interest. Any deposit or payment made hereby shall be applied to the purchase price of the TIC interest and the eventual purchase of an individual lot(s).
4. THIS AGREEMENT DOES NOT CREATE A CONTRACTUAL OBLIGATION TO BUY OR SELL ON THE PART OF EITHER POTENTIAL BUYER OR SELLER. EITHER POTENTIAL BUYER OR SELLER MAY, AT ANY TIME, CANCEL THIS RESERVATION INSTRUMENT. HOWEVER, AS SET FORTH IN PARAGRAPH 2, IF THIS INSTRUMENT IS CANCELLED AFTER 5:00 P.M. ON THE THIRD BUSINESS DAY AFTER THE DATE HEREOF, THE DEPOSIT SHALL BE NONREFUNDABLE.
5. The Deposit shall be held by Depository in a non-interest bearing Real Estate Trust Account in accordance with applicable law. If this Agreement is cancelled prior to 5:00 p.m. on the third business day after the date hereof, the return of the Deposit may be subject to normal delays associated with the processing of paper work by Depository and Depository's bank

Michael J. Sexton  
Potential Buyer

Michael J Sexton  
Printed Name

6/25/07  
Date

IDR Investment Plan, LLC  
a Utah Limited Liability Company

\_\_\_\_\_  
Ryan Gregerson

\_\_\_\_\_  
Date

**ADDENDUM TO RESERVATION AGREEMENT**

This Addendum is an addendum to that Reservation Agreement dated the 25 day of June, 2007 by and between IDR Investment Plan, LLC ("Seller") and Mike Sexton ("Buyer"). — Lot B 28

For value received, the parties agree that the above referenced Reservation Agreement shall be modified, as follows:

In the event AltaMirada subdivision incurs unforeseen problems, Seller reserves the right to transfer Buyer's reservation to a lot in another IDR subdivision. In the event that Seller transfers Buyer's reservation in this manner, Buyer shall be guaranteed to receive a lot of equal or greater value than the original lot reserved in the AltaMirada Subdivision. Buyer agrees and understands that while the deposit being made by Buyer to reserve a lot will remain the same, the actual cost of the lot may be more than the lot reserved in AltaMirada. Down payment will be held by IDR Investments. Seller shall notify Buyer within twenty-four (24) hours prior to changing Buyer's reservation in this manner. All other terms and conditions of this Reservation Agreement and any other ancillary documents shall remain in full force and effect.

The parties agree that should there be a conflict between the Reservation Agreement and this Addendum, the terms of this Addendum shall control. All other terms of the Reservation Agreement shall remain in full force and effect.

Michael J. Sexton  
Potential Buyer

IDR Investment Plan, LLC  
a Utah Limited Liability Company

Michael J Sexton  
Printed Name

Ryan Gregerson

6/26/07  
Date

          
Date

### Escrow Instructions

Buyer of lot number A41 in the AltaMirada Subdivision authorizes First American Title to release  
Reservation Money (Down Payment) to Seller 72 hours after executing the Reservation Agreement.

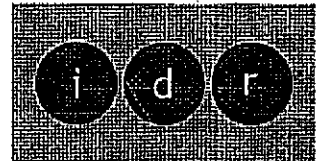
ENTRUST NEW ENGLAND LLC. FBO Michael J. Sexton IRA 7022  
Potential Buyer

ROBERTA R. HURNEY, Manager [Signature]  
Printed Name

7-9-07  
Date

Read and Approved by  
Michael J Sexton  
[Signature]  
7/9/07





IDR WAS CREATED TO EMPOWER YOU

### 3 Steps to Reserving a Future Lot:

- 1) Fill out Reservation Agreement below and fax to  
-(801) 217-0285
- 2) Make check to First American Title and Send Check  
to IDR Investments (or fill out credit card information on  
Reservation Agreement:.  
- IDR Investments  
51 E 400 N Bldg 1  
Cedar City, UT 84720
- 3) First American Title will send you closing documents  
and receipt for down payment in escrow.

① B28  
② B29  
③ A2F

(801) 253-4236  
(801) 913-4920



# IDR INVESTMENT'S

Reservation Agreement

	Acreage	App. Value	Sales Price	Down Payment
Watchman	0.18	\$ 120,000.00	\$ 78,000.00	\$ 7,800.00
Great White Throne	0.30	\$ 140,000.00	\$ 91,000.00	\$ 9,100.00
West Rim	0.65	\$ 180,000.00	\$ 117,000.00	\$ 11,700.00
Angels Landing	1.50	\$ 225,000.00	\$ 146,000.00	\$ 14,600.00
Title Fees \$200 per lot to First American Title for Insurance & Recording				

BUYER'S INFORMATION 1												
Last Name		Sexton			First		Michael		M.I.	J	Date	6/21/07
Street Address		98 School Street					Occupation		Consultant			
City		Chelmsford			State		MA		ZIP		01824	
Phone		617-504-4798			E-mail Address				Who referred you?		GRSR	
Social Security No.		069-60-2582			Future Lot Number (s)		B28		Deposit Amount		\$7,800	
No. of Future Lots		1			Total Purchase Price						\$78,000	
My Credit Score is		680-699			700 +		Do you have any judgments against you?		YES		NO	
BUYER'S INFORMATION 2 (LEAVE BLANK IF ONLY 1 PERSON IS BUYING)												
Last Name					First				M.I.		Date	
Street Address							Occupation					
City					State				ZIP			
Phone					E-mail Address							
Social Security No.												
My Credit Score is		< 679			680 - 699		700 +		I have no judgments against me		YES NO	
TITLE INFORMATION (LEAVE BLANK IF SAME AS "BUYER'S INFORMATION")												
Title Name					Date							
Street Address							Apartment/Unit #					
City					State				ZIP			
Phone					E-mail Address							
CREDIT CARD INFORMATION (IF APPLICABLE)												
Name		Michael J Sexton			Credit Card Number				Exp Date			
Billing Address		98 School Street					Apartment/Unit #					
City		Chelmsford			State		MA		Zip		01824	
Authorization:		I authorize IDR to charge my credit card for the deposit amount listed above.						Signature:		Michael J Sexton		

Buyer ("Potential Buyer") hereby deposits with First American Title Company, address of 365 S. Main, Cedar City, UT 84720 ("Depository") the amount as stated in the above form (the "Deposit"), for the reservation of the Future Lot (s) the lot (s) as stated in above form (the "Lot") of Altamirada Gated Community, (the "Subdivision") being sold by IDR Investment Plan LLC, a Utah Limited Liability Company, with an address of 51 East 400 North, Bldg #1, Cedar City UT 84720 ("Seller"). Note that payments made with checks will be deposited directly into the above referenced escrow account with First American Title. Down payments made with a credit card will first be processed by IDR's merchant account and then deposited directly into the above referenced escrow account with First American Title.

1. The Lot(s) ("TIC"), shall be sold for the price as stated above with said price being fixed for so long as this Reservation Agreement shall remain in effect.
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4. THIS AGREEMENT DOES NOT CREATE A CONTRACTUAL OBLIGATION TO BUY OR SELL ON THE PART OF EITHER POTENTIAL BUYER OR SELLER. EITHER POTENTIAL BUYER OR SELLER MAY, AT ANY TIME, CANCEL THIS RESERVATION INSTRUMENT. HOWEVER, AS SET FORTH IN PARAGRAPH 2, IF THIS INSTRUMENT IS CANCELLED AFTER 5:00 P.M. ON THE THIRD BUSINESS DAY AFTER THE DATE HEREOF, THE DEPOSIT SHALL BE NONREFUNDABLE.
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## Potential Buyer

**a Utah Limited Liability Company**

Printed Name

**Ryan Gregerson**

Date \_\_\_\_\_

Date \_\_\_\_\_

### ADDENDUM TO RESERVATION AGREEMENT

This Addendum is an addendum to that Reservation Agreement dated the 21 day of June, 2007 by and between IDR Investment Plan, LLC ("Seller") and Mike Sexton ("Buyer"). Lot A41

For value received, the parties agree that the above referenced Reservation Agreement shall be modified, as follows:

In the event AltaMirada subdivision incurs unforeseen problems, Seller reserves the right to transfer Buyer's reservation to a lot in another IDR subdivision. In the event that Seller transfers Buyer's reservation in this manner, Buyer shall be guaranteed to receive a lot of equal or greater value than the original lot reserved in the AltaMirada Subdivision. Buyer agrees and understands that while the deposit being made by Buyer to reserve a lot will remain the same, the actual cost of the lot may be more than the lot reserved in AltaMirada. Down payment will be held by IDR Investments. Seller shall notify Buyer within twenty-four (24) hours prior to changing Buyer's reservation in this manner. All other terms and conditions of this Reservation Agreement and any other ancillary documents shall remain in full force and effect.

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Michael J. Sexton  
Potential Buyer

IDR Investment Plan, LLC  
a Utah Limited Liability Company

Michael J Sexton  
Printed Name

Ryan Gregerson

6/26/07  
Date

                      
Date

## Escrow Instructions

Buyer of lot number 928 in the AltaMirada Subdivision authorizes First American Title to release Reservation Money (Down Payment) to Seller 72 hours after executing the Reservation Agreement.

Michael J. Serton  
Potential Buyer

Michael J Serton  
Printed Name

~~7/9/07~~ 7/9/07  
Date